

1
2 UNITED STATES DISTRICT COURT
3 CENTRAL DISTRICT OF CALIFORNIA

4 JULIE A. SU, ACTING) Case No.: 2:23-cv-07078-SB-AGR
5 SECRETARY OF LABOR, UNITED)
6 STATES DEPARTMENT OF)
LABOR,)
7 Plaintiff,)
8) CONSENT JUDGMENT AND
9) PERMANENT INJUNCTION
10 v.)
11 RANCHO NUEVO HARVESTING,)
INC., dba RANCHO NUEVO)
12 HARVESTING a corporation,)
Defendant.)
13)
14

15 Plaintiff Julie A. Su, Acting Secretary of Labor, United States Department of
16 Labor (the “Acting Secretary”), and Defendant Rancho Nuevo Harvesting, Inc.,
17 dba Rancho Nuevo Harvesting (“Rancho Nuevo” or “Defendant”) have agreed to
18 resolve the matters in controversy in this civil action and consent to the entry of
19 this Consent Judgment as follows:

20 **I. STATEMENT BY THE PARTIES**

21 A. The Acting Secretary filed a complaint alleging Defendant violated
22 the H-2A Program under Section 218 of the Immigration and Nationality Act
23 (“INA”)¹ as amended by the Immigration and Reform Control Act of 1986
24
25

¹ All references made herein to the INA will be to its Section 218, 8 U.S.C. § 1188.

1 (“IRCA”) and their Regulations at 20 C.F.R. Part 655 and 29 C.F.R. Part 501 (“H-
2 2A Implementing Regulations”) (hereafter, “Complaint”).

3 B. Defendant waives formal service and acknowledges receipt of a copy
4 of the Complaint.

5 C. Defendant waives its answers and any defenses to the Complaint.

6 D. Defendant agrees that the Court has jurisdiction over the parties and
7 the subject matter of this civil action, and that venue lies in the United States
8 District Court for the Central District of California.

9 E. Defendant acknowledges that it and any individual, agent, or entity
10 acting on its behalf or at its direction as it relates to H-2A operations and program
11 oversight have been given, and in the future will be given, notice of, and an
12 understanding of the provisions of this Consent Judgment.

13 F. Defendant agrees to resolve all allegations against it in the Complaint.

14 G. Defendant agrees to the entry of this Consent Judgment without
15 contest.

16 H. The U.S. Department of Labor (“DOL”) has determined Defendant
17 violated the H-2A Implementing Regulations listed below for three investigations
18 in California that are subject to the Complaint.

19 1. For a 2021 H-2A Job Order for Fresno County in California, the
20 Acting Secretary found that Defendant violated the meals requirement (20 C.F.R.
21 § 655.122(g)) when it provided no meals on Sundays, insufficient food for many
22 meals, and spoiled food for some of the remaining days; failed to provide sufficient
23 daily transportation to and from housing sites and work locations (20 C.F.R.
24 § 655.122(h)(3)); failed to pay outbound transportation and subsistence (20 C.F.R.
25 § 655.122(h)(2)); failed to provide monies to satisfy the three-fourths guarantee

(20 C.F.R. § 655.122(i)); sought meal and voluntary quit waivers from H-2A workers (29 C.F.R. § 501.5); failed to accurately state all of the terms and conditions in the job order and work contract (20 C.F.R. § 655.121(a)(4)); and failed to follow all applicable federal, state, and local laws (20 C.F.R. § 655.135(e)). The Acting Secretary assessed \$373,605.60 (THREE HUNDRED AND SEVENTY-THREE THOUSAND SIX HUNDRED AND FIVE DOLLARS AND SIXTY CENTS) in back wages and \$360,359.19 (THREE HUNDRED SIXTY THOUSAND THREE HUNDRED AND FIFTY-NINE DOLLARS AND NINETEEN CENTS) in civil money penalties (“CMPs”) for these violations.

2. For a 2021-2022 H-2A Job Order for Ventura County in California, the Acting Secretary found that Defendant violated the meals requirement when it provided no meals on Sundays (20 C.F.R. § 655.122(g)), sought meal waivers (29 C.F.R. § 501.5), failed to provide housing that met housing requirements (20 C.F.R. § 655.122(d)), failed to provide transportation that met the transportation requirements (20 C.F.R. § 655.122(h)), and failed to follow all applicable federal, state, and local laws (20 C.F.R. § 655.135(e)). The Acting Secretary assessed \$184,693.12 (ONE HUNDRED AND EIGHTY-FOUR THOUSAND SIX HUNDRED AND NINETY-THREE DOLLARS AND TWELVE CENTS) in back wages and \$101,227.50 (ONE HUNDRED AND ONE THOUSAND TWO HUNDRED AND TWENTY-SEVEN DOLLARS AND FIFTY CENTS) in CMPs for these violations.

3. For a 2022 H-2A Job Order for Riverside County in California, the Acting Secretary found that Defendant failed to provide transportation that met the transportation requirements (20 C.F.R. § 655.122(h)). The Acting Secretary assessed \$13,554.90 (THIRTEEN THOUSAND FIVE HUNDRED AND FIFTY-

1 FOUR DOLLARS AND NINETY CENTS) in CMPs for these transportation
2 violations.

3 4. Moreover, the Acting Secretary found that Defendant and its
4 agents purposely made false statements to the Acting Secretary under penalty of
5 perjury during the H-2A certification process. Repeatedly during these
6 certification processes, Defendant and its agents explicitly stated in the H-2A
7 Applications for Temporary Employment Certification also known as ETA 790A
8 form they submitted to the Acting Secretary's National Processing Center:
9 "[e]mployer agrees to provide each worker with three meals a day or furnish free
10 and convenient cooking and kitchen facilities to the workers that will enable the
11 workers to prepare their own meals" and "[w]orkers living in employer provided
12 housing without kitchen facilities will receive three meals per day, seven days a
13 week, by Catering" when they had no intent of doing so because they were seeking
14 meal waivers from the workers for Sunday meals at the time they submitted these
15 ETA 790A forms. Nowhere in these ETA 790A forms did Defendant ever state that
16 it does not have to provide meals to workers on a Sunday if the workers agree to
17 waive their meal rights. Furthermore, Defendant and its agents also
18 misrepresented the working conditions to the H-2A workers when they provided
19 them work contracts stating: "Workers living in employer provided housing
20 without kitchen facilities will receive three meals per day, seven days a week, by
21 catering." Nowhere in these contracts at issue does it ever state that Defendant
22 does not have to provide workers any meals on Sunday when it is providing them
23 housing without kitchen facilities.

24 5. Defendant's false statements sworn under penalty of perjury
25 during the H-2A application process can be grounds for debarment under the H-2A

1 regulations. The H-2A debarment regulations at 20 C.F.R. § 655.182(d) identify
2 that an employer may be debarred for committing the following violations:
3 “[f]raud involving the Application for Temporary Employment Certification [aka
4 ETA 790 form]” or “[a] material misrepresentation of fact during the application
5 process.”

6 6. In addition to not providing the required meals on Sunday and
7 seeking waivers thereof, the Acting Secretary found that Defendant also sought
8 voluntary quit waivers to avoid paying H-2A workers money under the three-
9 fourths guarantee at 20 C.F.R. § 655.122(i). Defendant’s seeking meal waivers or
10 voluntary quit waivers is itself a violation of 29 C.F.R. § 501.5: “A person may not
11 seek to have an H–2A worker, a worker in corresponding employment, or a U.S.
12 worker improperly rejected for employment or improperly laid off or displaced
13 waive any rights conferred under 8 U.S.C. 1188, 20 CFR part 655, subpart B, or
14 this part. Any agreement by a worker purporting to waive or modify any rights
15 given to said person under 8 U.S.C. 1188, 20 CFR part 655, subpart B, or this part
16 shall be void as contrary to public policy.” These waiver violations and/or the
17 violations identified in the aforementioned three paragraphs of this section can also
18 result in Defendant’s debarment under 29 C.F.R. § 501.20: “[f]ailure to pay or
19 provide the required wages, benefits, or working conditions to the employer’s H–
20 2A workers and/or workers in corresponding employment.”

21 I. Defendant also admits that the Acting Secretary’s Wage and Hour
22 Division repeatedly investigated it, found Defendant to have violated the H-2A
23 Implementing Regulations listed below in past investigations, and informed
24 Defendant of these violations within a year of completing her investigations:
25

1 1. In a 2023 Arizona H-2A investigation, the Acting Secretary
2 found that Defendant provided insufficient food for meals and spoiled food.

3 2. In a 2020 Arizona H-2A investigation, the Acting Secretary
4 found that Defendant took unlawful deductions.

5 3. In a 2020 California H-2A investigation, the Acting Secretary
6 found that Defendant failed to pay the required rate of pay, failed to accurately
7 state all of the terms and conditions in the job order, and failed to follow all
8 applicable federal, state, and local laws.

9 4. In another 2020 California H-2A investigation, the Acting
10 Secretary found that Defendant failed to pay the required rate of pay and failed to
11 provide earning records to workers that contained all of the required information.

12 J. In consideration of this Consent Judgment and to resolve this case,
13 and in restitution and remediation:

14 1. Defendant agrees to pay \$558,298.72 (FIVE HUNDRED AND
15 FIFTY-EIGHT THOUSAND TWO HUNDRED AND NINETY-EIGHT
16 DOLLARS AND SEVENTY-TWO CENTS) to the Acting Secretary which
17 represents the total sum of the unpaid back wages assessed and finally determined
18 or ordered by the Acting Secretary for this matter pursuant to authority granted in
19 29 C.F.R. § 501.16(a)(1) for the employees identified in Exhibit A to this Consent
20 Judgment; and

21 2. Defendant agrees to pay \$475,211.59 (FOUR HUNDRED
22 AND SEVENTY-FIVE THOUSAND AND TWO HUNDRED AND ELEVEN
23 DOLLARS AND FIFTY-NINE CENTS) which represents the total sum of the
24 CMPs assessed and finally determined or ordered by the Acting Secretary for this
25 matter pursuant to authority granted in 29 C.F.R. § 501.16(a)(1).

1 K. Defendant agrees to make the payments identified in Paragraph J
2 above at the following times:

3 1. Defendant agrees to pay \$43,065.83 (FORTY-THREE
4 THOUSAND AND SIXTY-FIVE DOLLARS AND EIGHTY-THREE CENTS) of
5 the back wages and CMPs identified in Paragraph J for 23 (TWENTY-THREE)
6 straight months on the first day of the month beginning on October 1, 2023, and
7 continuing thereafter to August 1, 2025;

8 2. Defendant agrees to pay \$43,066.22 (FORTY-THREE
9 THOUSAND AND SIXTY-SIX DOLLARS AND TWENTY-TWO CENTS) as
10 the 24th (TWENTY-FOURTH) and final payment on September 1, 2025; and

11 3. Defendant agrees that its monthly payments will first pay all of
12 the back wages due in this Consent Judgment and then pay all of the CMPs due in
13 this Consent Judgment.

14 L. Defendant agrees to make any payments required in this Consent
15 Judgment by following the instructions at Exhibit B attached hereto for the back
16 wage payments and following the instructions at Exhibit C attached hereto for the
17 CMPs. The case number referenced in Exhibits B & C for input is 1948288. For
18 the 13th (THIRTEENTH) payment scheduled for October 1, 2024, Defendant
19 agrees to split this payment between \$41,508.76 (FORTY-ONE THOUSAND
20 FIVE HUNDRED AND EIGHT DOLLARS AND SEVENTY-SIX CENTS) in
21 back wages and \$1,557.40 (ONE THOUSAND FIVE HUNDRED AND FIFTY-
22 SEVEN DOLLARS AND SEVEN CENTS) in CMPs.

23 M. Defendant agrees to: (1) hire a full-time monitor with at least 5
24 (FIVE) years of H-2A experience that the Acting Secretary approves within 120
25 (ONE HUNDRED AND TWENTY) calendar days of the date of entry of this

1 Consent Judgment with the sole purpose to monitor its compliance with 8 U.S.C.
2 §1188 and all of H-2A's Implementing Regulations, especially those at 20 C.F.R.
3 Part 655, Sub-Part B and 29 C.F.R. Part 501; and (2) submit to the District Director
4 of the Los Angeles District Office, currently Kimchi Bui, at her e-mail address
5 (bui.kimchi@dol.gov), for her approval: the names, relevant experience and
6 contact information (e.g., cellular and land line telephone numbers, mailing and e-
7 mail addresses) of 3 (THREE) people that Defendant proposes to employ to be its
8 monitor within 60 (SIXTY) days of the entry of this Consent Judgment;²

9 N. Defendant agrees to permit the Wage and Hour Division to train its
10 payroll personnel, supervisors, foremen and monitor who control and/or monitor
11 the pay and terms and conditions of employment of its workers³ 2 (TWO) times in
12 2024 and 2 (TWO) times in 2025 on the H-2A implementing regulations within 2
13 (TWO) months of the starting date of an H-2A labor certification. Defendant
14 agrees to coordinate with the District Director of the Los Angeles District Office,
15 currently Kimchi Bui, and Regional Agriculture Enforcement Coordinator,
16 currently Ruben Lugo, at bui.kimchi@dol.gov and lugo.ruben@dol.gov
17 respectively, to schedule this training;

18 O. Defendant agrees to increase the size of the surety bond required by
19 29 C.F.R. § 501.9 to at least \$100,000.00 (ONE HUNDRED THOUSAND
20 _____

21 ² The Parties understand that Defendant already hired a Monitor to fill this
22 position. Defendant will provide the resume and contact information of this
23 individual to the District Director of the Los Angeles District Office, currently
Kimchi Bui, for approval.

24 ³ From hereon, unless specifically narrowed, the term "workers" means all workers
25 employed by Defendant including H-2A workers and corresponding workers.

1 DOLLARS AND NO CENTS) per any certification with more than 100 (ONE
2 HUNDRED) workers. In the event that Defendant is found by the Wage and Hour
3 Division to have violated *any* H-2A provisions within 4 (FOUR) years of the date
4 of entry of this Consent Judgment, Defendant shall increase the amount of the
5 surety bond to at least \$200,000.00 (TWO HUNDRED THOUSAND DOLLARS
6 AND ZERO CENTS) per certification with more than 50 (FIFTY) workers and
7 \$300,000.00 (THREE HUNDRED THOUSAND DOLLARS AND ZERO
8 CENTS) per certification with more than 100 (ONE HUNDRED) workers;

9 P. Defendant agrees to provide notice of this Consent Judgment and a
10 copy thereof to its existing managers, supervisors, payroll personnel within 30
11 (THIRTY) calendar days of the date of entry of this Consent Judgment and to new
12 managers, supervisors, payroll personnel and monitor within 30 (THIRTY)
13 calendar days of their hiring date until January 1, 2028. Defendant agrees to
14 provide notice of this Consent Judgment and a copy thereof to any successors-in-
15 interest to it within 30 (THIRTY) calendar days of the date an entity became a
16 successor-in-interest;

17 Q. Defendant agrees that any successors-in-interest to it from execution
18 of this Consent Judgment through December 31, 2027, will be given a copy of this
19 Consent Judgment and be bound by the terms therein, because Defendant agrees
20 that in *any* sale of it, either in whole or in part (e.g., no matter how small and/or if
21 it only involved assets), one of the written contractual terms for such sale will be
22 that “any successors-in-interest to Rancho Nuevo Harvesting, Inc. will be given a
23 copy of the 2023 Consent Judgment in *Su v. Rancho Nuevo Harvesting, Inc.* (C.D.
24 Cal.) covering the H-2A violations that Defendant Rancho Nuevo Harvesting, Inc.
25 committed in California in 2021-2022”;

1 R. Defendant agrees to provide sufficient vehicles (e.g., buses, vans,
2 etc.) to fully transport all its H-2A and corresponding workers to and from its
3 housing facilities and the work sites;

4 S. Defendant agrees to have its foremen, supervisors or crew leads
5 monitor the loading of each of its buses to ensure that its workers board the
6 buses in a safe and orderly manner;

7 T. Defendant agrees to conduct vehicle safety inspections as required
8 by 20 C.F.R. § 655.122(h)(4) of all vehicles used to transport H-2A workers
9 and/or workers engaged in corresponding employment. Defendant agrees that
10 these required inspections, amongst other things, require Defendant to inspect
11 the tread level of tires, seat belts, lights, and windshields. Defendant agrees to
12 document the results of these tire tread level inspections on a weekly basis,
13 retain them for 3 (THREE) years and provide a copy of these inspections to the
14 Acting Secretary upon request; and

15 U. The parties agree that each party shall bear all their own fees, costs,
16 and other expenses incurred by such party in connection with any stage of this
17 proceeding, including, but not limited to, any costs referenced in the Equal Access
18 to Justice Act.

19 II. PERMANENT INJUNCTION

20 Therefore, upon motion of the attorneys for the Acting Secretary, and for
21 cause shown,

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that,
23 pursuant to 29 C.F.R. §§ 501.16 (b) & (c), Defendant and its officers, agents,
24 servants, employees, successors and all persons in active concert or participation
25 with it are permanently enjoined and restrained from violating any provisions of

1 the H-2A Implementing Regulations with special emphasis in the manners
2 identified below:

3 1. Defendant shall not, contrary to 20 C.F.R. § 655.121(a)(4), fail to
4 satisfy the requirements of the H-2A job order by not stating all of the actual terms
5 and conditions of employment such as locations of work, dates of work and the
6 work to be performed.

7 2. Defendant shall not, contrary to 20 C.F.R. § 655.122(a), offer to
8 corresponding workers less benefits, wages, and working conditions that it offers,
9 intends to offer, or will provide to H-2A workers.

10 3. Defendant shall not, contrary to 20 C.F.R. § 655.122(d)(1)(i), fail to
11 provide housing to workers that meets the full set of the U.S. Department of
12 Labor's Occupational Safety and Health Administration ("OSHA") standards set
13 forth at 29 C.F.R. § 1910.142, or the full set of standards at 20 C.F.R. §§ 654.404
14 through 654.417, whichever are applicable under 20 C.F.R. § 654.401.

15 4. Defendant shall not, contrary to 20 C.F.R. § 655.122(g), fail to
16 provide all workers with either three meals a day or housing with kitchen facilities.

17 5. Defendant shall not, contrary to 20 C.F.R. § 655.122(h)(2), fail to
18 meet the outbound transportation and subsistence requirements.

19 6. Defendant shall not, contrary to 20 C.F.R. § 655.122(h)(3), fail to
20 provide transportation between housing provided or secured by Defendant and the
21 Defendant's places of employment at no cost to the workers.

22 7. Defendant shall not, contrary to 20 C.F.R. § 655.122(h)(4), fail to
23 provide transportation that complies with all applicable federal, state or local laws
24 and regulations, and must provide, at a minimum, the same transportation safety
25

1 standards, driver licensure, and vehicle insurance as required under 29 U.S.C. §
2 1841 and 29 C.F.R. § 500.105 and 29 C.F.R. §§ 500.120 through 500.128.

3 8. Defendant shall not, contrary to 20 C.F.R. § 655.122(i), fail to pay the
4 workers a total number of work hours equal to at least three-fourths of the total
5 hours specified in the work contract measured from the first workday after the
6 arrival of the worker at the place of employment or the advertised contractual first
7 date of need, whichever is later, and ending on the expiration date specified in the
8 work contract or in its extensions, if any.

9 9. Defendant shall not, contrary to 20 C.F.R. § 655.122(k), fail to furnish
10 to workers on or before each payday in one or more written statements the
11 information required in 20 C.F.R. §§ 655.122(k)(1) through 20 C.F.R. §§
12 655.122(k)(8).

13 10. Defendant shall not, contrary to 20 C.F.R. § 655.122(l), fail to pay the
14 required rates of pay to the workers.

15 11. Defendant shall not, contrary to 20 C.F.R. § 655.122(p), fail to take
16 only lawful deductions specifically identified in its work contract from the pay of
17 the workers.

18 12. Defendant shall not, contrary to 20 C.F.R. § 655.135(e), fail to follow
19 all applicable federal, state, and local laws and regulations including the Fair Labor
20 Standards Act and the Migrant and Seasonal Agricultural Worker Protection Act.

21 13. Defendant shall not, contrary to 29 C.F.R. § 501.5, seek to have an H-
22 2A worker, a worker in corresponding employment, or a U.S. worker improperly
23 rejected for employment or improperly laid off or displaced waive any rights
24 conferred under 8 U.S.C. § 1188 or 20 C.F.R. Part 655, Subpart B (i.e., 20 C.F.R.
25 §§ 655.100 through 655.304).

1 14. Defendant shall not request, solicit, suggest, or coerce, directly, or
2 indirectly, any worker to return or to offer to return to Defendant or to someone
3 else for Defendant, any money in the form of cash, check, or any other form, for
4 wages previously due to said worker under the provisions of this Judgment and/or
5 the INA and the H-2A Implementing Regulations; nor shall Defendant accept, or
6 receive from any worker, either directly or indirectly, any money in the form of
7 cash, check, or any other form, for wages heretofore or hereafter paid to said
8 worker under the provisions of this Judgment and/or the INA and the H-2A
9 Implementing Regulations; nor shall Defendant discharge or in any other manner
10 discriminate, nor solicit or encourage anyone else to discriminate, against any such
11 worker because such worker has received or retained money due to her or him
12 from Defendant under the provisions of this Judgment and/or the INA and the H-
13 2A Implementing Regulations.

14 15. Defendant shall not discharge or in any other manner discriminate,
15 nor solicit or encourage anyone else to discriminate, against any worker because
16 such worker has or is believed to have filed any wage complaint or any complaint
17 regarding rights protected by the INA and the H-2A Implementing Regulations
18 and/or has provided information to the Department of Labor in any such
19 proceeding, or has exercised any right or protection afforded by the INA and the
20 H-2A Implementing Regulations.

21 16. Defendant shall not interfere with, impede, or obstruct any
22 investigation by the Acting Secretary to determine Defendant's compliance with
23 the INA and the H-2A Implementing Regulations, nor shall it discourage, dissuade,
24 or in any manner deter, nor solicit or encourage anyone else to deter, any worker
25 from cooperating with any U.S. Department of Labor investigation.

1 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**

2 that, pursuant to 29 C.F.R. §§ 501.16 (b) & (c), Defendant and its officers, agents,
3 servants, employees, successors and all persons in active concert or participation
4 with it shall:

5 17. (1) hire a full-time monitor with at least 5 (FIVE) years of H-2A
6 experience that the Acting Secretary approves within 120 (ONE HUNDRED AND
7 TWENTY) calendar days of the entry of this Consent Judgment with the sole
8 purpose to monitor its compliance with the INA and all of H-2A's Implementing
9 Regulations, especially those at 20 C.F.R. Part 655, Sub-Part B and 29 C.F.R. Part
10 501; and (2) submit to the District Director of the Los Angeles District Office,
11 currently Kimchi Bui, at her e-mail address (bui.kimchi@dol.gov), for her
12 approval: the names, relevant experience and contact information (e.g., cellular and
13 land line telephone numbers, mailing and e-mail addresses) of 3 (THREE) people
14 that Defendant proposes to employ to be its monitor within 60 (SIXTY) days of the
15 entry of this Consent Judgment.

16 18. have its payroll personnel, supervisors, foreman and monitor who
17 control and/or monitor the pay and terms and conditions of employment of its
18 workers be trained 2 (TWO) times in 2024 and 2 (TWO) times in 2025 by the
19 Acting Secretary's Wage and Division on the INA and the H-2A implementing
20 regulations within 2 (TWO) months of the starting date of an H-2A labor
21 certification. Defendant agrees to coordinate with the District Director of the Los
22 Angeles District Office, currently Kimchi Bui, and Regional Agricultural
23 Enforcement Coordinator Ruben Lugo at bui.kimchi@dol.gov and
24 lugo.ruben@dol.gov respectively to schedule this training.

25

1 19. increase the size of the surety bond required by 29 C.F.R. § 501.9 to at
2 least \$100,000.00 (ONE HUNDRED THOUSAND DOLLARS AND NO CENTS)
3 per certification with more than 100 (ONE HUNDRED) employees. In the event
4 Defendant is found by the Wage and Hour Division to have violated any H-2A
5 provisions within 4 (FOUR) years of the date of entry of this Consent Judgment,
6 Defendant shall increase the amount of the surety bond to at least \$200,000.00
7 (TWO HUNDRED THOUSAND DOLLARS AND NO CENTS) per certification
8 with more than 50 (FIFTY) employees and \$300,000.00 (THREE HUNDRED
9 THOUSAND DOLLARS AND NO CENTS) per certification with more than 100
10 (ONE HUNDRED) employees.

11 20. provide notice of this Consent Judgment and a copy thereof to its
12 existing managers, supervisors, payroll personnel within 30 (THIRTY) calendar
13 days of the date of entry of this Consent Judgment and to new managers,
14 supervisors, payroll personnel and monitor within 30 (THIRTY) calendar days of
15 their hiring date until January 1, 2028. Defendant agrees to provide notice of this
16 Consent Judgment and a copy thereof to any successors-in-interest to it within 30
17 (THIRTY) calendar days of the date an entity became a successor-in-interest;

18 21. give any successors-in-interest to Defendant, from the execution of
19 this Consent Judgment through December 31, 2027, a copy of this Consent
20 Judgment and be bound by the terms therein, since Defendant shall, in any sale of
21 it, either in whole or in part (e.g., no matter how small and/or if it only involved
22 assets), include as one of the written contractual terms for such sale that “any
23 successors-in-interest to Rancho Nuevo Harvesting, Inc. will be given a copy of
24 the 2023 Consent Judgment in *Su v. Rancho Nuevo Harvesting, Inc.* (C.D. Cal.)
25

1 covering the H-2A violations that Defendant Rancho Nuevo Harvesting, Inc.
2 committed in California in 2021-2022”;

3 22. provide sufficient vehicles (e.g., buses, vans, etc.) to fully transport all
4 its H-2A and corresponding workers to and from its housing facilities and the work
5 sites;

6 23. have its foremen, supervisors or crew leads monitor the loading of
7 each of its buses to ensure that its workers board the buses in a safe and orderly
8 manner;

9 24. conduct vehicle safety inspections as required by 29 C.F.R. §
10 655.122(h)(4) of all vehicles used to transport H-2A workers and/or workers
11 engaged in corresponding employment. Defendant shall inspect the tread level
12 of tires, seat belts, lights, and windshields as part of these required inspections.
13 Defendant shall document the results of these tire tread level inspections on a
14 weekly basis, retain them for 3 (THREE) years and provide a copy of this
15 inspection documentation to the Acting Secretary upon request.

16 **III. JUDGMENT**

17 **IT IS FURTHER ORDERED** that **JUDGMENT IS HEREBY**
18 **ENTERED** in favor of the Acting Secretary as a judgment owed to the United
19 States of America and against Defendant as stated below:

20 25. Defendant shall pay the Acting Secretary \$558,298.72 (FIVE
21 HUNDRED AND FIFTY-EIGHT THOUSAND TWO HUNDRED AND
22 NINETY-EIGHT DOLLARS AND SEVENTY-TWO CENTS) in unpaid back
23 wages for violations of the H-2A implementing regulations for the employees
24 identified in Exhibit A to this Consent Judgment.
25

1 26. Defendant shall further pay the Acting Secretary \$475,211.59
2 (FOUR HUNDRED AND SEVENTY-FIVE THOUSAND AND TWO
3 HUNDRED AND ELEVEN DOLLARS AND FIFTY-NINE CENTS), which
4 represents the total sum of the CMPs assessed and finally determined or ordered by
5 the Acting Secretary in this matter pursuant to authority granted in 29 C.F.R. §
6 501.16(a)(1).

7 27. Defendant shall pay the monies due in Paragraphs 25 through 26 as
8 follows:

9 A. Defendant shall pay \$43,065.83 (FORTY-THREE
10 THOUSAND AND SIXTY-FIVE DOLLARS AND EIGHTY-THREE CENTS) of
11 the back wages and CMPs for 23 (TWENTY-THREE) straight months on the first
12 day of the month beginning on October 1, 2023, and continuing thereafter to
13 August 1, 2025;

14 B. Defendant shall pay \$43,066.22 (FORTY-THREE
15 THOUSAND AND SIXTY-SIX DOLLARS AND TWENTY-TWO CENTS) for
16 CMPs as the 24th (TWENTY-FOURTH) and final payment on September 1, 2025;
17 and

18 C. Defendant's monthly payments shall first pay all of the back
19 wages due in this Consent Judgment and then pay all of the CMPs due in this
20 Consent Judgment.

21 28. Defendant shall make any payments required in this Consent
22 Judgment by following the instructions at Exhibit B attached hereto for the back
23 wage payments and following the instructions at Exhibit C attached hereto for the
24 CMPs. The case number referenced in Exhibits B & C for input is 1953754. For
25 the 13th (THIRTEENTH) payment scheduled for October 1, 2024, Defendant shall

1 split this payment between \$41,508.76 (FORTY-ONE THOUSAND FIVE
2 HUNDRED AND EIGHT DOLLARS AND SEVENTY-SIX CENTS) in back
3 wages and \$1,557.40 (ONE THOUSAND FIVE HUNDRED AND FIFTY-
4 SEVEN DOLLARS AND FORTY CENTS) in CMPs.

5 **IT IS FURTHER ORDERED AND ADJUDGED** that:

6 29. The Acting Secretary shall allocate the \$558,298.72 (FIVE
7 HUNDRED AND FIFTY-EIGHT THOUSAND TWO HUNDRED AND
8 NINETY-EIGHT DOLLARS AND SEVENTY-TWO CENTS) in back wages to
9 the workers identified on Exhibit A attached hereto and made a part hereof, or to
10 their estates if that be necessary, according to the amounts identified on Exhibit A.
11 Any money not so paid to these workers, because of an inability to locate the
12 proper persons or because of their refusal to accept it, shall be then deposited by
13 the Acting Secretary in the Treasury of the United States.

14 30. Each party shall bear all of their own fees, costs, and other expenses
15 incurred by such party in connection with any stage of this proceeding, including,
16 but not limited to, any costs referenced in the Equal Access to Justice Act.

17
18 **IT IS SO ORDERED.**

19
20 Dated: September 6, 2023



Stanley Blumenfeld, Jr.
United States District Judge